

सड़क परिवहन और राजमार्ग मंत्रालय
MINISTRY OF ROAD TRANSPORT & HIGHWAYS
भारत सरकार Government of India



NATIONAL HIGHWAYS AUTHORITY OF INDIA (NHAI)

MINISTRY OF ROAD TRANSPORT AND HIGHWAYS

GOVERNMENT OF INDIA

Invites Expression of Interest (EOI) from eligible firms/ individuals owning
land abutting National Highways for developing Wayside Amenities

Expression of Interest
(EOI)

August 2017

G-5&6, Sector-10, Dwarka-New Delhi-110075

Expression of Interest (EOI)

(No. NHAI/CM/WSA/POL/EOI/2017-18/01)

NHAI has been mandated the development and management of nearly 50,000 km of National Highways across the country. In this regards NHAI intends to provide standardized and hygienic facilities along all its National Highways at regular intervals. These facilities shall have hygienic food courts/ Dhabas, clean and usable toilets/washroom, facility for short stay, facilities for minor vehicle maintenance, fuel pumps and kiosks for sundry items etc. for the benefit of the commuters. It is proposed to develop distinct facilities for car & bus passengers, and for truck drivers & transporters to cater to their diverse requirements, expectations and their spending capabilities at an interval of every 40-50 km on 4/6 lane National Highway.

2. Considering the capability and efficiency of private sector, NHAI desires to join hand with private players having land abutting the National Highways for development of such Wayside Amenities(WSAs) at every 40-50km along the highways. Accordingly, NHAI invites Expression of Interest (EOI) from private land owners for development of these facilities on their land through online submission on e-procurement portal <http://etenders.gov.in> and physical submission of applications to the concerned NHAI Regional office of respective State. The document can be downloaded from NHAI website (www.nhai.org) as well as the online e-procurement portal <http://etenders.gov.in>. A non-refundable document fee of Rs. 50,000 (Rupees Fifty Thousand only) in the form of a demand draft only, from any scheduled commercial bank must be furnished in favor of '**National Highways Authority of India**' payable at New Delhi, in a separate envelop while submitting the application.

Sealed physical applications must reach the concerned Regional Office of NHAI of respective State on or before 21.09.2017 (**upto 1100 hrs IST**). Online applications must also be submitted on the e-procurement portal at <http://etenders.gov.in> on 20.09.2017 by 1100 hrs. Both physical and online submissions are mandatory and the application may be rejected in case any of the physical or online submission is not made in the stipulated time.

3. The following time schedule is to be followed for this assignment:

- | | | |
|------|---|-----------------------------------|
| i) | Invitation of Expression of Interest | 04.08.2017 |
| ii) | Deadline for downloading of documents | 19.09.2017 (upto 1700 hrs) |
| iii) | Queries/suggestions, if any | 30.08.2017 |
| iv) | Pre-bid meeting in NHAI, HQ | 31.08.2017 (at 1100 hrs) |
| v) | Deadline for Submission of applications
(online on e-tenders): | 20.09.2017 (upto 1100 hrs) |
| vi) | Physical submission of bids in concerned Regional
Office of respective State | 21.09.2017 by 1100 hrs |
| vii) | Opening of applications by respective ROs | 21.09.2017 (at 1130 hrs) |

*List of the ROs is enclosed for reference.

Yours sincerely,

(D.K. Agarwal)

General Manager(T)

National Highways Authority of India

G-5&6, Sector 10, Dwarka, New Delhi-110075.

Tel: 91-011-25074100/4200(Ext-1525)

Fax: 91-011-25093524

E-mail: dineshagarwal@nhai.org

Website: www.nhai.org

Disclaimer

1. Though adequate care has been taken in the preparation of this Expression of Interest Document (EOI document), the Applicant should satisfy himself that the Document is complete in all respects.
2. Neither the National Highways Authority of India (NHAI) nor their employees or consultants will have any liability to any prospective Applicant or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document
3. NHAI reserves the right to cancel this request for EOI and / or invite afresh with or without amendments to this request for EOI, without liability or any obligation for such request for EOI and without assigning any reason. The interest free document fee of Rs. 50,000 (Rupees Fifty Thousand only) shall be refunded within 30 days in case of annulment of the EOI which can be collected from the respective NHAI field offices.
4. Information provided at this stage is indicative and NHAI reserves the right to amend / add further details to the Expression of Interest.

1 Introduction

India has experienced a significant increase in passenger and freight movement on national highways. Roadways provide the arterial network to facilitate trade and movement of goods and passengers and are the lifeblood of the economy. It has thus become essential to provide road travelers with not just the highest quality of road infrastructure but also with adequate facilities to relax and take a break from highway travel.

The Ministry of Road Transport & Highways (MoRTH) has decided to develop comprehensive Wayside Amenities (WSAs) along the National Highways across the country. MoRTH has assigned this task to National Highways Authority of India (NHAI) under the authority of Section 16(f) of The National Highways Authority of India Act, 1988.

1.1 Objective of developing Wayside Amenities

The primary objective of developing WSAs is to improve the convenience of highway users viz., passengers and drivers, by providing a standardized experience to them at designated locations. In addition, Wayside Amenities enable improved road safety by providing adequate resting facilities for road users and thereby reducing fatigue related road accidents.

1.2 History of Wayside Amenities

Multiple agencies have been involved in the development and operation of Wayside Amenities in the country.

Around 20 WSAs have been setup by the highway concessionaires since then. These WSAs are typically 4-5 acres in size and provide facilities such as fuel station, restaurants, short term accommodation, washrooms etc. for both passengers and truckers. However, restricted land availability for franchisees has hindered the development of WSAs by the franchisees on BOT road stretches.

In addition, NHAI has also engaged Oil Marketing Companies (OMCs) for the development of WSAs. A total of 9 sites have been leased out to HPCL across the country. Most of them have been given out on 15-year lease period.

Apart from the WSAs developed by OMCs and the road concessionaires, there has been limited focus on development of WSAs by NHAI, specifically on road stretches built on EPC mode.

Further, NHAI now plans to develop WSAs land parcels available with NHAI (~200) on a BOT (Toll) mode across the country, through a competitive bidding process

WSAs have also been set up by state government agencies, PSUs and private players, in addition to the highway development authority.

Government of India envisages to develop a Wayside Amenities at every 40 – 60 kms of travel distance. Length of undivided carriageway in India is approx. 75,000 kms while that of divided carriageway is 25,000 kms. Hence, eventually 2,000 – 2,500 WSAs will be required on national highways.

While NHAI is presently developing WSAs on ~200 land parcels in its possession, there is a need for participation from private entrepreneurs with land ownership to develop a network of WSAs on National Highways

NHAI invites expression of interest from eligible firms/ individual with suitable land parcels (as per the requirements stated below) along the National Highways for development and operation of Wayside Amenities

2. Components of the proposed Wayside Amenities

Wayside amenities shall contain all amenities as mentioned in the extant Development of Wayside Amenities on National Highways by Private Land Owners issued by Ministry of Road Transport and Highways (MoRTH)/NHAI and the relevant guidelines. In addition, NHAI shall provide standard layouts for the different types of Wayside Amenities to interested private land owners. The standard layouts for the different types are provided in the **Appendix 1** of this EOI. NHAI would be shortlisting agencies/owners having land parcel measuring a minimum of 20,000 sq. m. (2 ha) and more abutting its National Highways to achieve its objective for highway users.

3. Norms for Development of Wayside Amenities by Private Land Owners

Entrepreneurs / interested parties owning land abutting the National Highways under the control of NHAI, which satisfies the conditions mentioned below are eligible to submit their Expression of Interest for development of wayside Amenities across the country

The following section specifies guidelines for broad design and spacing requirement for development of WSAs by private land owners.

3.1 Norms for Land Parcel Suitability

- a) The land to be developed for WSAs by the private entrepreneurs shall be at least 5 km outside the municipal corporation/municipality limits to reduce any congestion within urban limits due to stoppage of vehicles
- b) Land parcel shall not be in the vicinity of existing toll plaza. The minimum distance from the toll plaza shall be at least 5 kms
- c) Distance from any existing and proposed comprehensive WSAs developed/being developed by NHAI should be at least 30 kms on the same as the existing/proposed facility in case of divided carriageway and 30 kms on both sides of the highway in case of undivided carriageway. The list of such existing and proposed NHAI WSAs is placed at **Appendix 2** of this EOI.
- d) The land area available for development shall be more than 20,000 sqm (2 ha) or more and shall have adequate available frontage of more than 60m towards National Highways. Additional frontage of 45m shall be required over and above 60m for the Authority to recommend development of fuel station on the site.
- e) The land use of the land parcel shall be modified to limit the usage of land to development and operation of wayside amenities, post the issuance of Letter of Intent (LOI). The partnership agreement for co-branding is to be signed with authority, the draft of which is placed at **Appendix 5** of this EOI.

3.2 Design norms for Wayside Amenities

a) The private land owners shall have option to choose from any of the three proto-types of WSAs:

1. Type 1: WSAs co-located for passengers and heavy vehicle drivers.
2. Type 2: WSAs targeting only passengers.
3. Type 3: WSAs targeting only truck drivers

The type of WSA to be developed at any location should be selected by the respective private land owner according to their expectations of the traffic volume and mix. A list of amenities, classified as mandatory and permissible amenities along with the minimum areas for mandatory facilities to be provided in each type of WSA are summarized in **Schedule B** of the franchise agreement which is provided at **Appendix 5** of this EOI.

b) The facilities developed by private land owners shall have the same branding as decided by the authority for the WSAs development by private land owners throughout the country

c) There shall be adequate open area of about 80% for vehicle parking, vehicle movement, landscaping. A minimum area of 600 sq. m. for parking of cars and 650 sq. m. for buses and trucks shall be ensured

d) The maximum covered area of the site including any mandatory and permissible facilities shall be 20% or as mandated by the local bye-laws, whichever is lower. This limit shall also include any development in future on the site. There shall be a minimum of two different outlets serving food and adequate washroom facilities (separate for ladies and gents). At least one retail outlet shall be allotted on concessional rate to local artisans to sell their local produce/product like fruits, handicraft etc

e) In addition, there shall be provision for drinking water and first aid.

f) Adherence to 'Green Principles' shall be encouraged, wherever possible, in the development of WSAs. These would include:

1. Extensive horticulture and plantation along with adequate sewage treatment
2. Recycling of water for landscaping and horticulture

3. Use of natural materials like dry stone cladding for exteriors
4. Use of bio-methanation for treatment of kitchen bio waste and for generation of cooking gas
5. Rainwater harvesting
6. Provision of single/ double glazed windows with matched U-Factor for increased energy efficiency
7. Provision of adequate ventilation and natural day light in rooms
8. There shall be zero effluent discharge from the sites

4. Instructions to Applicants

4.1 Eligibility Criteria

The Applicant should have a minimum average annual financial turnover of INR 1.00 Cr during last 2 financial years certified by the statutory auditor OR

Also, the Applicant should have a minimum net worth of at least INR 2.00 Cr as on 31st March 2017 or 31st March 2016 applicable only as certified by statutory auditor.

In case of JV/Consortium with farmers, the lead member or any consortium member of the JV/Consortium shall meet the above criteria singly. Otherwise, the lead member shall be required to meet the above criteria singly.

In case of JV/Consortium with farmers, lead member or any consortium member shall meet the above criteria singly. Otherwise, the lead member shall be required to meet the above criteria singly.

4.2 Evaluation Criteria

1. Applicants shall be selected based on the suitability of the land parcel, financial capacity and operations and maintenance experience exhibited in the Expression of Interest.
2. The following set of criteria shall be used for shortlisting applicants, if multiple applicants with land parcels in a vicinity of 30 kms on the same side of the highway in case of

divided carriageway and 30 kms on both sides of the highway in case of undivided carriageway, apply for the franchise rights

S No	Parameter	Criteria	Maximum Marks	Remarks
1	Suitability of Land Parcel	Area of the land parcel and frontage towards National Highway being offered.	40	Applicants with larger area of land parcels and longer frontage along the highway shall be preferred
1	Technical Capacity	Prior experience in development and operation of related infrastructure like hotel, motel, restaurant highway wayside amenities, etc.	20	Applicants with higher revenue accrued from the relevant projects over the last 5 years shall be preferred
3	Setting-up of Fuel Station	Availability of Letter of Intent or Dealership License from any Oil Marketing Companies for setting up of fuel station.	40	Applicant with Letter of Intent or Dealership License from OMCs shall be preferred
Total			100	

The applicants shall be screened/shortlisted by a 5-member committee comprising of the Project Director of the relevant Project Implementation Unit (PIU), two Project Directors of adjacent Project Implementation Units, under convenorship of Regional Officer with additional officer from the concern Regional office of the Authority as per the evaluation criteria stipulated above.

The decision taken by the screening committee shall be reviewed by 3-member committee constituted at Head Quarter of the Authority and the same shall be approved by the concerned Member of the Authority.

4.3 List of Documents to be Submitted

The Applicants are required to submit the following documents a part of the submission. The formats for the same are provided in **appendix 3**

1. Application Letter
2. Property / Land Details: including but not limited to
 - a. Proof of ownership of land (deed of land)
 - b. Type of ownership (Corporate ownership, HUF, individual ownership or joint ownership etc.) and proof of the same
 - c. Land details
 - i. Size of land parcel and frontage
 - ii. Land details (land use, existing use such as agricultural/non-agricultural, Geographical coordinates etc.)
 - iii. Description of land and surrounding areas
 - iv. Proximity to National Highway/State Highway/Major Road & utilities etc.
 - v. Locational advantages with respect to setting up of a wayside amenity
 - vi. Four latest images of the site (one from the road & three depicting the site in best possible manner)
3. Proof of Eligibility
4. Details of the Applicant
5. Statement of Legal Capacity of the Consortium, if applicable
6. Details for Evaluation Criteria

4.4 Submission of Expression of Interest

Applicant shall pay an application fee of Rs. 50,000/- (Rupees Fifty Thousand Only) by means of a Demand Draft obtained from any of the scheduled commercial banks in favour of “National Highways Authority of India (NHAI)” and payable at New Delhi and shall be submitted along with application. Any application received without the aforesaid fees shall be rejected.

The last date for submission of EoIs is 1100 Hrs on 21.09.2017 either by post / Courier or in person at the office of the concerned Regional Office of NHAI of the respective state and

online on e-procurement site <http://etenders.gov.in> on 20.09.2017 at 1100 hrs. The list and addresses of the Regional Offices of NHAI are provided in **Appendix 4** of this EOI.

The Application, should be submitted in physical form in a sealed envelope super scribing “Expression of Interest from Land Owners for Development of the Wayside Amenities at various locations along National Highways in India” on or before due date of receipt. Online submission on e-procurement portal <http://etenders.gov.in> should also be made on or before due date of receipt.

4.5 Right to Accept or Reject any or all Applications

Notwithstanding anything contained in this Eoi, NHAI reserves the right to accept or reject any Application and to annul this Eoi process and reject all Applications/ Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

NHAI reserves the right to reject any Application, if at any time a material misrepresentation is made or uncovered. This would lead to the disqualification of the Applicant. If the Applicant is a consortium, then the entire consortium would be disqualified/ rejected

4.6 Request for Clarification from Applicant

A prospective applicant requiring any clarification on the Eoi document may write to NHAI at following address:

General Manager (Technical)

National Highways Authority of India (NHAI)

G 5&6, Sector-10, Dwarka, New Delhi - 110 075

Email: dineshagarwal@nhai.org, Phone-011-25074100/1525

4.7 EOI Timelines

The timelines for this EOI process are as follows:

Activity	Timeline
Invitation of Expression of Interest:	04.08.2017
Deadline for downloading of documents:	19.09.2017 (up to 1700 hrs)
Pre-bid meeting at respective RO:	31.08.2017 (at 1100 hrs)
Deadline for submission of applications (physical and online):	21.09.2017 (up to 1100 hrs)
Opening of applications (physical and online) at respective NHAI RO:	21.09.2017 (at 1130 hrs)

Appendix – 1: Standard Layouts for three WSA types

The standard layouts for the three types of WSAs are attached separately.

DRAFT

Appendix – 2: List of NHAI land parcels and existing WSAs

The list of NHAI land parcels with proposed wayside amenities are provided below:

S No	NH	Section/Stretch	State
1	NH 5	at km 680.400 (RHS), NH-5, Itchapuram - Uthandapuram , Peddipalem Village, Anadapuram Taluk, Vizhakapatanam District, Andhra Pradesh	Andhra Pradesh
2	NH 5	at km 663.600 (LHS), NH 5, Itchapuram - Uthandapuram , Bhogapuram Village(East), Bhogapuram Taluk, Vizhakapatanam District, Andhra Pradesh	Andhra Pradesh
3	NH 5	Km 79, Village - Singavaram village, Denduluru Mandal, West Godavari District, AP near Gundugolanu Junction	Andhra Pradesh
4	NH 59	Km 245.200 Ibrahimpatnam village, Krishna District, AP NEAR Ibrahimpatnam Junction, chainage - 258 .km	Andhra Pradesh
5	NH 5	at Km 1185.050 at Rajupalem Village	Andhra Pradesh
6	NH 5	at Km 1329.510 at Gowravaram Village	Andhra Pradesh
7	NH 5	at Km 1331.170 at Gowravaram Village	Andhra Pradesh
8	NH 31	325.900, NH-31, Naugachhia	Bihar
9	NH 31	384 NH-31, Purnea	Bihar
10	NH 31	391.050, NH-31, Purnea	Bihar
11	NH 83	km. 49+465 RHS on NH-83 Near - End point of Jehanabad Bypass & km. 98+220 LHS on NH-83 Near - Village – Parsawan	Bihar

12	NH 2	Km. 800, NH-2	Bihar
13	NH 2	at Km 868.020 LHS, NH-2, Aurangabad to Varanasi Section, Barage Village, Mohania Tehsil, Bhabua District, Bihar	Bihar
14	NH 27	Km 636.354 LHS, Near Mawal under pass	Gujarat
15	NH 59	Km 148+300 to Km 149+350 LHS (Asaidi Village)	Gujarat
16	NH 59	Km 207+200 to Km 207+500 LHS (Kathla Village)	Gujarat
17	NH8B	Km 132 - 133, jetpur - Rajkot section, near Gomta Village	Gujarat
18	NH 1	NHAI / PB/Km 366.6	Haryana
19	NH 71	347+875, NH-71, Near Samar Gopalpur	Haryana
20	NH 10	Km. 73+005 to Km 73+225, (RHS) NH-10, Rohtak	Haryana
21	-	at 39+500 Km	Haryana
22	-	at 95+375 Km	Haryana
23	NH1A	KM 37 (Jammu-Udhampur)	Jammu and Kashmir
24	NH1A	Km 142	Jammu and Kashmir

25	NH 2	The following locations are hereby proposed to establish wayside Amenities on NH-2 under the jurisdiction of this PIU:- Ch:- 181+875(RHS)	Jharkhand
26	NH 2	The following locations are hereby proposed to establish wayside Amenities on NH-2 under the jurisdiction of this PIU:- CH: 236+760 (LHS)	Jharkhand
27	NH 2	The following locations are hereby proposed to establish wayside Amenities on NH-2 under the jurisdiction of this PIU:- CH: 301+500 (RHS)	Jharkhand
28	NH 2	The following locations are hereby proposed to establish wayside Amenities on NH-2 under the jurisdiction of this PIU:- CH: 353+400 (RHS)	Jharkhand
29	NH 2	The following locations are hereby proposed to establish wayside Amenities on NH-2 under the jurisdiction of this PIU:- CH: 392+450(LHS)	Jharkhand
30	NH 13	236.13	Karnataka
31	NH 13	276.551	Karnataka
32	NH 63	226.63	Karnataka
33	NH 63	176.4	Karnataka
34	NH 69	1. At km 27+254 to km 27+404,NH-69, Budni	Madhya Pradesh
35	NH 69	2. At km 106+380, NH-69,Shahpur	Madhya Pradesh
36	NH 3	63+300 to 63+500 LHS (NH-3, Dhamnod)	Madhya Pradesh
37	NH 7	Km 703/620	Maharashtra

38	NH 5	at km 61.150 ,Bhubaneswar - Chandikhole Section of NH 5, Odisha	Odisha
39	-	Ar ch. 155.100(LHS) at village sirapur, Brahamansahi, Tehsil - Soro- Dist, Balasore	Odisha
40	NH 21	Km 57+620 (RHS) on NH-21 in village Himmatpura	Punjab
41	NH1A	Km66+400 NH-1A	Punjab
42	NH1A	Km112+500 NH-1A	Punjab
43	NH 27	Km 388 RHS	Rajasthan
44	NH 76	Km 421 LHS	Rajasthan
45	NH 76	Km 458 LHS	Rajasthan
46	NH 11	Km 117-118 LHS	Rajasthan
47	NH 76	Km 201 (new) junction of NH - 76 and NH - 79	Rajasthan
48	NH 76	km213 (new) LHS	Rajasthan
49	NH 76	km291 RHS	Rajasthan
50	NH-12	at Km 80+900 to 81+125, RHS, NH-12, Tonk - Deoli Section, Pahadi Village, Niwai Taluk, Tonk District, Rajasthan	Rajasthan

51	NH 12	at Km 157+100 to 157+432, RHS, NH-12, Tonk - Deoli Section, Gopipura Village, Deoli Taluk, Tonk District, Rajasthan	Rajasthan
52	NH 8	at Km 195+000 (LHS), NH-8, Khaltolai Village, Viratnagar Tehsil, Jaipur District, Rajasthan	Rajasthan
53	NH 8	at Km 212+930 , RHS, NH-8, Jaipur, Rajasthan	Rajasthan
54	NH 45	(km. 72+000(RHS) Tambram-Tindivanam of NH-45	Tamil Nadu
55	NH 45	Km.118+000 LHS Melpettai	Tamil Nadu
56	NH 7	2) 186/500 (RHS) of Madurai - Kannaiyakumari section of NH 7, near Nanguneri	Tamil Nadu
57	NH 7	km.68/300 (LHS) of NH-7	Tamil Nadu
58	NH 46	km.43/300 (LHS) of NH-46	Tamil Nadu
59	NH 46	km.112/250 (LHS) of NH-46	Tamil Nadu
60	NH 46	km.146/200 (RHS) of NH-46	Tamil Nadu
61	NH 4	km.48/360 (RHS) of NH-4	Tamil Nadu
62	NH 4	km.76/820 (RHS) of NH-4	Tamil Nadu
63	NH 4	km.104/271 (LHS) of NH-4	Tamil Nadu

64	NH 4	km.50/800 (LHS)	Tamil Nadu
65	NH 49	27.000 Km RHS, Madurai - Paramakudi Section	Tamil Nadu
66	NH 47	77.900 Km RHS, Villukuri - Kanyakumari Section	Tamil Nadu
67	NH 7	Km 199-200 LHS	Telangana
68	NH 7	Km 105-106 RHS	Telangana
69	NH 7	Km 54-55 LHS	Telangana
70	NH 7	Km 111-112 LHS	Telangana
71	NH 7	Km 71-72 RHS	Telangana
72	NH 7	Km 155-156 LHS	Telangana
73	-	at km 475+117 (RHS), Lucknow to Delhi Section, Sirsa Village, Kamalapur, Lucknow dist., Uttar Pradesh	Uttar Pradesh
74	NH 25	Km 161.935 to 162.065 (RHS) Jhansi-Orai, NH-25 Amrokh	Uttar Pradesh
75	NH 25	Jhansi-Orai, NH-25Km 198.900 to 199.120 (LHS) Girthan	Uttar Pradesh
76	NH 25	Km. 222.013 to 222.113 (RHS) Jhansi-Orai, NH-25 Minora Kalpi	Uttar Pradesh

77	NH 26	Km. 7+505 (LHS) Jhansi-Lalitpur, NH-26 Rundh Balora	Uttar Pradesh
78	NH 26	75+050 (RHS) Jhansi-Lalitpur, NH-26 Bansi	Uttar Pradesh
79	NH 2	at Km 285.070 to Km 285.400 on NH-2, Agra to Etawah Section, Gurai Village, Shikhavad Tehsil, Firozabad District, Uttar Pradesh	Uttar Pradesh
80	NH 2	Km. 202.00 (RHS) (New chainage Km. 672.870)	Uttar Pradesh
81	-	Truck parking complex areas (Dhaba) at Km 143.205 LHS.	Uttar Pradesh
82	-	Truck parking complex areas (Dhaba) at Km 238.200 LHS.	Uttar Pradesh
83	-	Truck Parking Area (Dhaba) at Km 279.975 (new ch. 285.177)	Uttar Pradesh
84	NH 28	Open land for truck parking at Km.277.36	Uttar Pradesh
85	NH 28	at Km 64.460 to 65.075 on NH-28 , Dharauli Village, Ram sanehi Ghat Tehsil, barabanki District, Uttar Pradesh	Uttar Pradesh
86	NH 28	at Km 64.460 to 65.075 on NH-28 , Dharauli Village, Ram sanehi Ghat Tehsil, barabanki District, Uttar Pradesh	Uttar Pradesh
87	NH 2	at Km 803 RHS, NH-2, Aurangabad to Varanasi Section, Ramna Village, Sadar Varanasi Tehsil, Varanasi District, Uttar Pradesh	Uttar Pradesh
88	NH 2	at Km 803 LHS, NH-2, Aurangabad to Varanasi Section, Ramna Village, Sadar Varanasi Tehsil, Varanasi District, Uttar Pradesh	Uttar Pradesh
89	NH 2	at Km 817.620 LHS, NH-2, Aurangabad to Varanasi Section, Barage Village, Mohania Tehsil, Bhabua District, Bihar	Uttar Pradesh

90	-	Km.468.800 (Proposed) Asansol	West Bengal
91	NH 31	Truck Parking a) Km 548.760 (LHS)	West Bengal
92	NH 31	Truck Parking b) Km548.760 (RHS) NH-31 Ghoshpukur	West Bengal
93	NH 6	Way side Amenity / Rest Area is proposed at Km 126.300 (RHS) of NH-6 near Kharagpur	West Bengal
94	NH 34	Km 198+187, LHS Berhampore Bypass, NH-34	West Bengal
95	NH 34	Km 297+150 (RHS), NH-34 Farakka	West Bengal
96	NH 34	Km 337+075 (LHS), NH-34, Malda	West Bengal
97	-	Ch. 30+700(RHS)	Assam
98	-	Ch. 985+000 (LHS)	Assam
99	NH 65	208+348/Caudhary vas village	Haryana
100	NH 71	295/Jind Bypass	Haryana

101	NH 24	NH24 on Km 189.200 Near Rampur Town / Village Durg nagla	Uttar Pradesh
102	NH 6	at km 133+600 (LHS), Kharagpur - Chichira Section of NH 6, near Kharagpur, Paschim Medinipur district, West Bengal	West Bengal
103	NH 60	Provision for 2 Nos of Wayside amenities on NH-60 at Km 57.220 to Km 57.985) on RHS was there in 4 lane project	West Bengal
104	NH 60	Provision for 2 Nos of Wayside amenities on NH-60 at Km 57.220 to Km 57.985) on LHS was there in 4 lane project	West Bengal
105	NH 207	NHAI / NH-207/KA /Km 92.700/	Karnataka
106	NH 207	NHAI / NH-207/KA /Km 74.900/	Karnataka
107	NH 207	NHAI / NH-207/KA /Km 123.300/	Karnataka
108	7	Km 250.500 to 250.700 , LHS, Hyderabad - Bangalore Section, sudapalli Village, Veludity taluk Kurnool District, Ap	Andhra Pradesh
109	7	Km 447-448 RHS	Andhra Pradesh
110	31C	Ch. 5+900(LHS)	Assam
111	31	Ch. 87+101 (LHS)	Assam
112	31	Ch.997+300 (RHS)	Assam
113	NH 65	124+910 / Near Narwana village	Haryana

114	NH 65	164+000 / Sarsod village	Haryana
115	NH 10	210+000/Before Agroha village towards Hisar side	Haryana
116	NH 10	260+000/Near Panniwala before engineering college (between Sirsa and Dabwall)	Haryana
117	NH 10	307+969/Before start of Dabwall village	Haryana
118	NH 47	2 Nos. wayside amenities proposed in the Concession Agreement	Kerala
119	NH 6	Ch.227.000 near Vill. Birkani and Ch. 120.000 near Vill. Harratar	Chattisgarh
120	NH 76	Km. 502 RHS,NH-76 (New Km. 1194,NH-27), 50Km From Baran Town(Rajasthan)	Madhya Pradesh
121	NH 76	Km. 535 LHS,NH-76 (New Km. 1227,NH-27) 02 Km From Shahabad Town (Rajasthan)	Madhya Pradesh
122	NH 76	Km. 587 RHS,NH-76 (New Km. 1279,NH-27) 8Km From Kolaras Town (MP)	Madhya Pradesh
123	NH 25	Km. 60-61 RHS,NH-25 (New Km. 1350-1351,NH-27) 35Km From Jhansi Town (MP)	Madhya Pradesh
124	NH-3	Rest areas- Existing Km 145+000 Design chainage 30+450 (Left Side) Vill- Ghatigaon	Madhya Pradesh
125	NH-3	Existing Km 193+500 Design chainage 79+250 (Right Side) Vill.- Subhaspura	Madhya Pradesh

126	-	at Km 84.000 LHS, Sathur Town, Chinna kollapatty, Virudhunagar Dist, Tamilnadu	Tamil Nadu
127	-	at km 74+200 (RHS), Madurai - Kanniyakumari Section, NH 7, Etturvattam Village, Virudunagar district, Tamil Nadu	Tamil Nadu
128	-	at Km 142.400 RHS, Madurai - Tuticorin Section, Elaiyarpatti Village, Madurai South Tehsil, Madurai District, Tamilnadu	Tamilnadu
129	NH 6	at km 133+600 (RHS), Kharagpur - Chichira Section of NH 6, near Kharagpur, Paschim Medinipur district, West Bengal	West Bengal
130	NH 13	NHAI / NH-13/KA/Km 336.610/RHS	Karnataka
131	NH 13	NHAI / NH-13/KA/Km 389.396/RHS	Karnataka
132	NH 4	NHAI / NH-4/KA/Km 457.648 /LHS	Karnataka
133	NH 4	NHAI / NH-4/KA/Km 589.731	Karnataka
134	NH 3	NHAI / NH-3/MP/Km 15+400 to 15+700/LHS	Madhya Pradesh
135	NH 3	NHAI / NH-3/MP/Km 15+400 to 15+700/RHS	Madhya Pradesh
136	NH 3	NHAI / NH-3/MP/Km 63+300 to 63+500/RHS	Madhya Pradesh
137	NH 7	NHAI / NH-7/MP/Km 581.000/	Madhya Pradesh
138	NH 7	NHAI / NH-7/MP/Km 624+110 to 624+410/	Madhya Pradesh

139	-	NHAI/TN/Km 112+900 /LHS	Tamil Nadu
140	NH 31C	NHAI / NH-31C/WB/Km 243/LHS	West Bengal
141	NH 31C	NHAI / NH-31C/WB/Km 243 / RHS	West Bengal
142	NH 57	NHAI / NH-57/BH/Km 209/LHS	Bihar
143	NH 57	NHAI / NH-57/BH/Km 211.000 /RHS	Bihar
144	—	NHAI /NH-544 /KL /Km 186.500/LHS	Kerala
145	—	NHAI /NH-544 /KL / Km 187.700/RHS	Kerala
146	NH 7	NHAI / NH-7/AP /Km 387 - 388 /LHS	Andhra Pradesh
147	NH 2	NHAI/NH-2/UP/Km 224.75 to 225.150/LHS	Uttar Pradesh
148	NH 8	NHAI/NH-2/BH/Km 17.620/LHS	Gujarat
149	NH 25	KM 253 – 255 of NH-25 (KM 1548.713 of NH-27), Budhera, Bhognipur, Kanpur Dehat`	Uttar Pradesh
150	NH 2	KM 439 - 440 on the Junction Point of NH-2 & NH-25, Bara, Akbarpur, Kanpur Dehat`	Uttar Pradesh
151	NH 2	Km 18.425 - 18.575 (new ch.489.425.400 - 489.575) on NH2, Hathipur, Kanpur Nagar	Uttar Pradesh

152	NH 2	Km 88.580 - 88.800 (new ch.559.570 - 560.800) on NH2, Mohammadpur, Fatehpur	Uttar Pradesh
153	NH 2	Km 548.155 to Km 548.255 LHS NH-2 Site Office at Fatehpur	Uttar Pradesh
154	NH 2	at Km 433.510 to 433.688 , sazadpur	Uttar Pradesh
155	NH 2	at Km. 464.270 to Km. 464.500 on NH-2, Gadankhera, Kanpur Nagar District.	Uttar Pradesh
156	NH 45	Km 133/600, NH45, Kooteripattu	Tamil Nadu
157	NH 45	Km 186+400 LHS, NH 45, Parikkal	Tamil Nadu
158	NH 45	Km 186+400 RHS, NH45, Parikkal	Tamil Nadu
159	NH 45	at km 150+600(LHS), Chennai - Tirichy Section, NH 45, Vikravandi town, Villupuram, Tamil Nadu	Tamil Nadu
160	-	at Km 29-30 (LHS), NH-11, Jaipur-Agra Section, Sunari, near Bharatpur, Rajasthan	Rajasthan
161	-	at Km 29-30 (RHS), NH-11, Jaipur-Agra Section, Sunari, near Bharatpur, Rajasthan.	Rajasthan
162	-	at Km 192+600 (LHS), NH-28, Lucknow-Muzaffarnagar Section, Futahia, Basti Dist., Uttar Pradesh.	Uttar Pradesh
163	-	at Km 192+600 (RHS), NH-28, Lucknow-Muzaffarnagar Section, Futahia, Basti Dist., Uttar Pradesh.	Uttar Pradesh
164	-	at Km 353+542 (LHS) (old km 348+345), NH-28, Gorakhpur to Salemgarh Section, Tamakuhi Raj, Kushinagar Dist., Uttar Pradesh.	Uttar Pradesh
165	-	at Km 355+202 (RHS) (old km 350+330), NH-28, Gorakhpur to Salemgarh Section, Tamakuhi Raj, Kushinagar Dist., Uttar Pradesh	Uttar Pradesh

166	-	at Km 123+000 to 123+200 (RHS), NH-25 (New NH-27), Jhansi - Orai Section, Gulara Village, Moth Tehsil, Jhansi Dist., Uttar Pradesh.	Uttar Pradesh
167	-	at Km 19+600 (on both sides RHS + LHS), NH-7, near Dongargaon Village, Nagpur - Pandharkawada Section, Nagpur Dist., Maharashtra.	Maharashtra
168	-	at Km 741+600 (RHS), NH-4, Pune-Satara Section, Varye village, Satara Taluk, Satara Dist., Maharashtra	Maharashtra
169	-	at Km 365+360 (LHS), NH-63, Bellary - Guntakal Section, Paramadevanahalli Village, Bellary Taluk, Bellary Dist., Karnataka	Karnataka
170	-	at Km 292+480 (LHS), NH-63, Hospet- Bellary Section, Papinayakanhalli Village, Bellary Main Road, Hospet Taluk, Bellary Dist., Karnataka	Karnataka
171	-	at Km 502+640 (RHS), NH-7, Anantapur - Bangalore Section, Harobande Village, Chikkaballapura Dist., Karnataka.	Karnataka
172	-	at Km 304+600 (RHS), NH-205, Tirupathi - Tiruthani - Chennai Section, S V Puram Village, Vadamalapetta Taluk, Chittoor Dist., Andhra Pradesh	Andhra Pradesh
173	-	at Km 47+100 (LHS), NH-7, Hosur - Krishnagiri Section, Perandapalli, Krishnagiri Dist., Tamil Nadu.	Tamil Nadu
174	-	at Km 77+800 (RHS), NH-7, Hosur - Krishnagiri Section, Kurubarapalli village, Krishnagiri Dist., Tamil Nadu.	Tamil Nadu
175	-	at Km 158+700 (RHS), NH-49, Ramanathapuram - Rameswaram Section, Pamban Village, Rameswaram Taluk, Ramanathapuram Dist., Tamil Nadu.	Tamil Nadu
176	-	at Km 124+030 (RHS), NH-7, Madurai to Kanniyakumari Section, Vadaku Illandhaikulam Village Road, Near Salaipudur Toll, Thoothukudi Dist., Tamil Nadu.	Tamil Nadu
177	-	at Km 243+170, NH-7, Madurai to Kanniyakumari Section, Road End, Kanniyakumari Dist., Tamil Nadu.	Tamil Nadu
178	NH 34	Wayside Amenity / Rest Area is proposed at Km 54.000 LHS of NH-34 near Jaguli Town under 4 laning of Barasat - Krishnagar section of NH-34 from Km 31.000 to Km 115.000 in the State of West Bengal under NHDP Phase-III on DBFOT (Annuity) Basis (Package no. NHDP-III/BOT/WB/01)	West Bengal
179	NH 34	Wayside Amenity / Rest Area is proposed at Km 115.700 (LHS) of NH-34 near Town Krishnagar and Palasi respective under 4 laning of Krishnagar - Baharampore section of NH-34 from Km 115.000 to Km 193.000 in the State of West Bengal under NHDP Phase-III on DBFOT (Annuity)	West Bengal

		Basis (Package no. NHDP-III/BOT/WB/02)	
180	NH 34	Wayside Amenity / Rest Area is proposed at Km 158.300 (RHS) of NH-34 near Town Krishnagar and Palasi respective under 4 laning of Krishnagar - Baharampore section of NH-34 from Km 115.000 to Km 193.000 in the State of West Bengal under NHDP Phase-III on DBFOT (Annuity) Basis (Package no. NHDP-III/BOT/WB/02)	West Bengal
181	NH 34	Km. 54.000 (LHS) of near Jaguli Town, NH-34, Nadia	West Bengal
182	NH 34	Km. 115.700 (LHS) of near Krishnagar Town, NH-34, Nadia	West Bengal
183	NH 34	158.300 (RHS) of near Palasi NH-34, Nadia	West Bengal

The list of facilities which have been developed previously by NHAI are provided below:

Sr. No.	Site Name	Highway Number	State	Lessee Name
1	SRIGOVINDPURA	NH 8	RAJASTHAN	HPCL
2	BILOUCHI	NH 8	RAJASTHAN	HPCL
3	Gobindpur	NH2	West Bengal	HPCL
4	Budbud	NH2	West Bengal	HPCL
5	Dobaspet (Yedehalli)	NH 4	Karnataka	HPCL
6	Shoolagiri	NH 7	Tamil Nadu	HPCL
7	Gowravaram	NH 5	Andhra Pradesh	HPCL
8	Vallur	NH 5	Andhra Pradesh	HPCL
9	Kurgaon, Allahabad Bypass NH2	NH-2	UTTAR PRADESH	HPCL
10	Paragpur village Near Jalandhar	NH 1	Punjab	M/s Palace Restaurant
11	Varye, Satara Distt	NH 4	Maharashtra	M/s RSIPL - HPC- YSS - SRA - HSS (JV)

Appendix – 3: Details to be submitted with EoI

1. Application Letter to NHAI Regional Office

Date: _____

To

<Name of CGM of the NHAI Regional Office>
Chief General Manager, <Name of Regional Office>
< Regional Office Address>

Sub: Application for NHAI Wayside Amenities on co-branding basis for the land parcel at
<insert location of land parcel>

Dear Sir,

With reference to your Expression of Interest document dated _____. I/we, who is/are in single/joint ownership of land admeasuring _____, located at _____ in district _____ in the state of _____ am/are interested in development of wayside amenities as a co-brand partner of NHAI. Having examined the EOI documents and understood their contents, I/we hereby submit my/our application for development of WSA on the land parcel admeasuring _____ sq. m. located at _____. The application is unconditional and unqualified and we acknowledge the following.

1. I /We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying the Application for selection of the co-brand partner for the aforesaid Project, and we certify that all information provided therein is true and correct: nothing has been omitted which renders such information misleading; and all documents accompanying the application are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as co-brand partner for the development, construction, operation and maintenance of wayside amenities on our land parcel.
3. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Application.
4. I/We acknowledge the right of the Authority to reject our Application without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We declare that:

- (a) The land parcel mentioned above is free from any encumbrances, titular conflict, and I/We have the absolute right to develop the land parcel
 - (b) I/We have examined and have no reservations to the EOI and co-brand partnership agreement, including any Addendum issued by the Authority; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal or expression of interests issued by or any agreement entered into with the Authority or any other Public Sector Enterprise or any Government Central or State; and
 - (d) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.
6. I /We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Applicant to apply for the Project, without incurring any liability.
7. I/We believe that we/our Consortium satisfy(s) the Net Worth criteria, revenue and experience criteria and meet(s) other requirements as specified in the EOI document.
8. I /We declare that we/any Member of the Consortium, or our/its Associates are not a Member of a/any other Consortium submitting an application for the partnership.
9. I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors / managers / employees.
12. I/We undertake that in case due to any change in facts or circumstances during the Application Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
13. I/We acknowledge and agree that in the event of a change in control of an Associates whose Technical Capacity and/or Financial Capacity was taken into consideration for the

purposes of bidding under and in accordance with the RFP. I/We shall inform the Authority forthwith along with all relevant particulars

14. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Applicant, or in connection with the Application Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. In the event of my/our being declared as the Selected partner, I/we agree to enter into a co-brand partnership Agreement in accordance with the draft that has been provided to me/us prior to the Application Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I /We have studied all the EoI documents carefully. We understand that except to the extent as expressly set forth in co-brand partnership Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Application Process including the award of Franchise.
17. The documents accompanying the Application, as specified in EoI, have been submitted in a sealed separate envelope and super-scribed as required.
18. I/We agree and understand that the Application is subject to the provisions of the EoI Documents. In no case, I /We shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to me/us or our application is not opened or rejected.
19. I/We agree and undertake to abide by all the terms and conditions of the EoI and co-brand partnership Agreement.
20. I/ We hereby submit our application for obtaining the co-branding rights for the aforesaid Project in accordance with the EoI Documents and the co-brand partnership Agreement.

Yours faithfully

(Signature, name and designation of the Authority signatory)
Name and seal of Applicant/Lead Member

Date :

Place :

2. Property / Land Details To be Provided

Document Checklist Particulars	Details
Land details	- 7 x 12 - Land title deed - Village survey no./ City Survey no. (as the case may be) - Extent of land - Khata number - Name of the Khatadar - Survey number - Land classification (Agricultural, non-agricultural etc.) - Land frontage and area - Registered documents of the land - Any other relevant document
Type of Ownership and proof of the same	- Corporate ownership – Certificate of incorporation of the company - Individual ownership / Joint ownership – Land deed and copy of Government issued identity proof (license, PAN card, Passport) - HUF – PAN number - Partnership – Partnership deed - Relevant details of any other type of ownership
Proximity to National Highway / State Highway / Major Road & utilities etc.	Description of the same to be provided including distance from the highway
Locational advantages with respect to setting up of a wayside amenity	Description of the same to be provided
Geographical coordinates	- Latitude and Longitude of the site
Experience details in operation of wayside amenities, if applicable	- Brief description to be provided
4 latest photographs of the site	- Clearly mention the date and the location from where the photo is taken (eg. Taken from the main road, developments on the eastern side of the site etc)

3. Details of Eligibility

(In Rs. Crore)

Bidder type ^{\$}	Proposed Equity Shareholding in Consortium (%)	Net Worth [€]		Annual turnover from Restaurant/ Hotels/ Wayside Amenities	
		As of 31 st March 2017	As of 31 st March 2016	for the year ending 31 st March 2017	for the year ending 31 st March 2016
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Applicant					
Consortium Member 1					
Consortium Member 2					
Consortium Member 3					
TOTAL					

Name & address of Bidder's Bankers:

Bidder type ^{\$}	Relevant Experience	
	Name and address of Hotel(s)/Restaurant (s)/ Wayside Amenities' maintained and operated	Number of years of operations as of 31 st March 2017
(1)	(2)	(3)
Single entity Applicant	a.	
	b.	

	c.	
	d.	
	..	
Consortium Member 1	a.	
	b.	
	c.	
	d.	
	..	
Consortium Member 2	a.	
	b.	
	c.	
	d.	
	..	
Consortium Member 3	a.	
	b.	
	c.	
	d.	
	..	
TOTAL		

^{\$}An applicant consisting of a single entity should fill in details as per the row titled Single Entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single Entity Applicant may be ignored.

[€]The Applicant should provide details of its own Financial Capability.

Instructions:

1. The Applicant/ its constituent consortium members shall attach copies of the balance sheets, financial statements, Annual Reports OR Income Tax Returns for 2 (two) years preceding the Application Due Date. The financial statements shall:
 - (a) reflect the financial situation of the applicant or Consortium Members and its/ their Associates where the applicant is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (a) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
3. The Applicant shall also provide the name and address of the Bankers to the Applicant.
4. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth.
5. The Applicant shall provide an Auditor's Certificate specifying the annual revenue from the hotel/restaurant/wayside amenities owned by the Applicant for the past two years

ending 31st March and also specifying the methodology adopted for calculating such annual revenue.

6. The Applicant shall provide an Auditor's Certificate specifying the years of experience for operations and maintenance and the name of the hotel/ restaurant/ wayside amenities operated and maintained

DRAFT

4. Details of Applicant

1. Details of Bidder
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) Fax Number:
5. In case of a Consortium:

- (a) The information above (1-4) should be provided for all the Members of the Consortium.
- (b) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role	Percentage of equity in the Consortium
1.			
2.			
3.			
4.			

- (c) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred [£] by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

[£] or has been declared by the Authority as non-performer/blacklisted.

5. Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

Regional Officer
National Highway Authority of India
(Respective address of RO.....)

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the EoI and franchise agreement document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the Application. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of.....

**Please strike out whichever is not applicable.*

6. Details for Evaluation Criteria

Evaluation Criteria	Parameter	Value
(1)	(2)	(3)
Technical Capacity	Number and size of relevant commercial infrastructure development and operation projects (hotels, motels, restaurants, highway wayside amenities) in last 5 years	<i>Specify the size of each of the project in INR crores, specific work performed for each project (development, operation, maintenance etc.), yearly revenue accrued and corresponding duration of work in number of years</i>
Setting-up of Fuel Station	Availability of Letter of Intent or Dealership License from any Oil Marketing Company	<i>Availability of Letter of Intent/ Dealership License: Yes/No (provide copy of the letter of intent or dealership licensed to be attached)</i>
Suitability of Land Parcel	Adequacy of Land parcel based on frontage and area with equal weightage to both	- <i>Frontage available:</i> - <i>Area of land parcel:</i>

Appendix – 4 : Contact Details of NHAI Regional Offices (ROs)

To be attached separately

DRAFT

Appendix – 5 : Co-brand partnership Agreement (on Rs100 stamp papers)

Co-brand partnership Agreement

Between

**National Highways Authority of India
(NHAI)**

And

**<Name of Private Player with Land
Ownership>**

For

**Development of Wayside Amenities (WSA)
on National Highways**

October, 2017

Co-brand partnership Agreement for Development of Wayside Amenities on National Highways

This agreement is made on <day> day of <month> month and <year> year between the National Highways Authority of India (NHAI) (hereinafter referred to as the 'Authority')

and

<Private Player with Land Ownership> S/o, D/o, W/o <Name> residing at <address> (hereinafter referred to as the 'Partner')

The Authority and the Partner shall individually be referred to as the Party and collectively be referred to as 'Parties'

Whereas the Ministry of Road Transport and Highways (MoRTH)/NHAI has prepared a policy for development of Wayside Amenities (WSA) on National Highways under the brand name <brand name>, with an objective to improve the convenience of highway users viz., passengers and drivers, by providing a standardized experience to them at designated locations

And Whereas the Authority has invited Expressions of Interest for developing and operating Wayside Amenities in line with the standard guidelines defined in the aforementioned policy and the Partner has been selected to develop and operate a <Type X> Wayside Amenity under the brand <brand name> to cater to the requirements of <target group> on the land parcel measuring a size of <size in ha> located at the <chainage and RHS/LHS> comprising of survey numbers <survey numbers> in the village/ city of <village name> of the district <district name>, under the possession of the Partner, as per **Schedule A**

Now therefore, the parties have agreed to the as follows:

1. **Term of the Agreement:** In consideration of the terms and conditions of this agreement, the Authority shall permit the Partner to develop and operate a <Type X> Wayside Amenity under the brand <brand name> for a period of 10 years, extendable to a period of 15 years, commencing from the date of entering into this agreement
2. **Facilities/ Amenities to be provided by the Authority:** The authority shall mandatorily provide the following facilities:

- a. There shall be adequate open area of about 80% for vehicle parking, vehicle movement, landscaping. A minimum area of 600 sq. m. for parking of cars and 650 sq. m. for buses and trucks shall be ensured
- b. The maximum covered area of the site including any mandatory and permissible facilities shall be 20% or as mandated by the local bye-laws, whichever is lower. This limit shall also include any development in future on the site. There should be a minimum of two different outlets serving food and adequate washroom facilities (separate for ladies and gents). At least one retail outlet shall be allotted for local artisans on concessional rates to sell their local produce/product like fruits,handicraft etc
- c. In addition, there shall be provision for drinking water, first aid, provision for electric charging points etc.

A list of amenities, classified as mandatory and permissible amenities to be provided in <Type X> WSA are summarized in **Schedule B** along with the minimum area required to be developed for mandatory amenities.

The partner shall operate the permissible facilities as listed in **Schedule B**, after obtaining written approval from concern authorized representative.

3. Responsibility of the Authority

- a. The authority shall not award any new partner within 30 kms on the same side of the existing way side amenity on a divided carriageway and 30 kms on both the sides on undivided carriage way during the agreement period
- b. The authority shall provide branding, logo, marketing material, signage and facilitate highway access to the partner for the development of WSAs. The authority shall provide the same branding as decided for WSAs development by private land owners throughout the country from time to time
- c. The authority shall provide access to the partner through the service road from the ROW in coordination with the Ministry of Road Transport and Highways, once the mandatory facilities are operational and when this agreement is signed

- d. The authority shall also specify the service level agreement, standards and specifications (as per **Schedule C**), and broad proto-type design for the partner to select from. The partner might seek advice for development from the authority given its technical expertise. Final as built designs for the facility shall be shared with the Authority to verify adherence to the specified standards and specifications
- e. The authority may appoint an agency to supervise the activities of the partner and monitor the adherence of the facility with the specified standards and service level agreement. The authority shall take appropriate action against the partner for the non-compliance to this agreement and the service level requirements
- f. While the responsibility of obtaining the clearances shall rest with the private entrepreneur, the authority shall facilitate the partner for land use conversions to limit the usage of land parcels for development and operations of wayside amenities by providing suitable recommendation to the respective state government
- g. Adequate signage for the WSA shall be provided by the Authority at three locations each within 2 kms on both sides of the WSA in case of undivided carriageways. In case of divided carriageways, signage shall be provided at three locations within 2 kms before the WSA along the direction of traffic flow. In addition, a signage highlighting the distance to the next WSA shall be installed before the gap in the median in the opposite direction for traffic flowing in the opposite direction. However, the signage shall be maintained by the franchisee
- h. Evaluation and acceptance of the layouts and designs prepared by the franchisee
- i. The Authority holds the right to specify additional conditions as per administrative exigencies, that may arise
- j. The authority shall facilitate (without any contractual obligation) the partner in obtaining clearances for establishing fuel stations, provided the site meets all the requirements laid out by Ministry of Petroleum and Natural Gas and the Oil Marketing Companies and it possesses suitable land characteristics. The partner shall be responsible for obtaining clearance from Oil Marketing Companies for establishing fuel stations.

Additional frontage of 45m shall be required over and above 60m for the franchisor to recommend development of fuel station on the site.

4. Responsibility of the Partner

- a. The Partner shall
 1. Procure funding for the project at its own cost
 2. Undertake design and engineering responsibilities
 3. Obtain all statutory approvals including the approvals needed for land use conversion
 4. Manage raw material procurement and construction
 5. Operate and maintain the WSA
- b. The partner shall be responsible for obtaining all requisite permission(s) from the concerned authorities for design, construction and operation of the wayside amenities at the proposed site. All the designs and layouts prepared by the partner after approval from local government, if required, shall be submitted to Authority for acceptance.
- c. The partner shall achieve Commercial Operation Date (COD) for WSAs within 12 months extendable to 15 months from the date of award of partnership. Extensions shall be decided by the authority on a case to case basis
- d. The construction of all the mandatory facilities in the WSA should be completed before COD. The construction and operationalization of other facilities, however, can be phased.
- e. The partner would not be allowed to charge the customers for the following facilities: Drinking water, Toilet and Washrooms.
- f. The partner shall maintain the WSA in accordance with the norms defined in the service level agreement. The franchisee shall be obligated to meet certain standards with respect to the following
 1. Customer convenience and security
 2. Quality of service
 3. General upkeep and maintenance of the facility

- g. The partner shall ensure that there is an arrangement to register and redress grievances/ complaints of the users of the Wayside Amenities. The grievances and complaints with measures taken to redress them shall be shared with the Authority in a timely manner
- h. Relevant KPIs shall be defined in the service level agreement **(Schedule C)** and they shall need to be adhered to by the partner, along with all other terms and conditions as defined by the authority from time to time.
- i. The final as build drawings shall be shared by the partner with the authority in order to verify adherence to the specified standards and specifications and other terms and conditions in the agreement

5. **General Conditions of the Agreement**

- a) If the partner is a corporate body/ company, then the promoters of the corporate body/ company who holds at least 51% of the shareholding in the corporate body/ company at the time of executing this agreement shall not dilute his/its shareholding below 51% for a period of 2 years from the Commercial Operational Date (COD). The promoter holding 51% of the shareholding in the corporate body/company may dilute its shareholding after 3 years of the Commercial Operational Date (COD)
- b) A proprietary firm may also be allowed to add member, change constitution/ ownership after three years from the Commercial Operational Date (COD).
- c) The partner shall not undertake any construction activity in the site, without written approval from the authority and from other competent authorities, as needed. The partner shall not raise any construction in contradiction to this agreement and shall not use the site for any facility not mentioned in the Agreement
- d) The partner shall ensure that the construction is completed and the operations are initiated within 12 months extendable up to 15 months from issuance of the letter of award. If COD is not achieved, even after the provided extension, the agreement can be

terminated by the Authority and permission can be given to another competing site partner for development of WSA.

- e) The partner shall ensure that the facility is continuously used for the purpose as defined by the agreement. The co-branding agreement may be terminated by the authority, if the partner fails to operate the facility for a period of 3 months and another permission/agreement would be granted/entered to competing site for development of way side amenity without any cost to authority.
- f) The agreement may be terminated if the partner uses the site for any other purpose than the one mentioned in the agreement
- g) The partner shall be responsible for the safety and security of the wayside amenity and shall be responsible for the maintenance and the upkeep of the facility. The partner shall also ensure that adequate parking facilities are provided and that no car is parked outside the facility, on the National Highway, impacting the movement of the traffic
- h) The partner shall ensure compliance of all rules/ regulations made by state government/ local authorities, related to development and operation of Wayside amenity
- i) The partner upon registration of this agreement shall deposit the certified copy of the registered agreement with the authorized officer of the authority and shall retain the original with itself. The cost of certification and registration of the agreement shall be borne by the partner

6. Termination of Franchise Agreement

Either party might terminate the franchise agreement by giving 3 months prior written notice to the other party. The partner shall stop using the brand name of the authority on termination of the agreement and the authority retains the right to appoint another partner to develop and operate Wayside Amenity under its brand within its vicinity.

7. Dispute Resolution

The Authority Chairman/nominee and Chairman/nominee of the respective partner shall amicably settle all disputes and no other arbitration clause shall be applicable

IN WITNESS WHEREOF, the Parties have signed this Co-brand Partnership Agreement to be duly executed by their respective authorized representatives on the <date> in originals in English.

National Highways Authority of India (NHAI) **<Name of the Partner>**

Name: <Name>
Designation: CGM Regional Office of NHAI
< Name and address of the RO>

Date:

Name: <Name>
Designation: Vice Chairman & Managing
Director

Date:

Schedule A – Location and Ownership of the Land Parcel

S No	Location* [§] Parameters	Values
1	State	
2	Section	
3	Site locations (Chainage)	
4	Nearby Place/ City	
5	National Highway Number	
6	LHS/ RHS	
7	Latitude, Longitude	
8	Area of Land (in sqm.)	
9	Frontage (in meter)	
10	Land Survey Number(s)	
11	Type of Ownership (Corporate, individual/joint, HUF, Partnership etc.)	
12	Khata number	
13	Land classification (agriculture, non-agricultural)	

* Provide copy of the land records available with the competent authority of the region indicating the survey numbers and title of the land.

[§] Attached site layout of the land parcel indicating the area and the frontage

Schedule B – List of Permissible and Mandatory Facilities

Facilities at various types of WSA

M: Mandatory Facilities; **P:** Permissible Facilities

#	Facilities in the WSA	Type 1: Passenger + Trucker	Type 2: Only Passenger	Type 3: Only Truckers
1	Food court/restaurants	M	M	
2	Dhabhas for truckers	M		M
3	Retail Arcade (Convenience Store, shops)	M	M	P
4	Tourist information kiosk	P	P	
5	Village Haat	P	P	
6	Motel/Rooms for short stay	P	P	
7	Dormitory for drivers	P	P	P
8	Open air rest area with benches and tables	P	P	P
9	Toilets facilities^* and Baby care room	M	M	M
10	Drinking water*	M	M	M
11	Children's play area	P	P	
12	Self-laundry and cooking facility for truckers	P		P
13	Fuel station (along with air filling station, puncture repair & pollution check)	P	P	P
14	Car/Bus Parking* (for future charging option)	M	M	
15	Truck parking*	M		M
16	Vehicle repair shop	P	P	P
17	Car washing	P	P	
18	Spare parts shop	P	P	P
19	First aid box	M	M	M
20	Doctor on call	P	P	P
21	Medical Clinic	P	P	P
22	Internet Facility	P	P	M
23	ATM	P	P	P
24	Smoking zone	P	P	P
25	Helipad [#]	P	P	P
26	Conference room/meeting room	P	P	P
27	Convention center	P	P	P
28	Telephone Tower	P	P	P

[#] As per DGCA guidelines

[^] Separate for men, women and physically challenged

* Partner will not be allowed to charge rents from the customers for drinking water and toilets.

Minimum areas of facilities in various types of WSA (in sq. m.)

#	Facilities in the WSA	Type 1: Passenger + Trucker	Type 2: Only Passenger	Type 3: Only Truckers
1	Food court/restaurants	770	770	
2	Dhabhas for truckers	240		240
3	Retail Arcade (Convenience Store, shops)	100	57	-
4	Tourist information kiosk	-	-	
5	Village Haat	-	-	
6	Motel/Rooms for short stay	-	-	
7	Dormitory for drivers	-	-	-
8	Open air rest area with benches and tables	-	-	-
9	Toilets facilities^* and Baby care room	300	200	100
10	Drinking water*	At least 3 Taps per building	At least 3 Taps per building	At least 3 Taps per building
11	Children's play area	-	-	
12	Self-laundry and cooking facility for truckers	-		-
13	Fuel station (along with air filling station, puncture repair & pollution check)	-	-	-
14	Car Parking*	600	600	
15	Bus/Truck parking*	650		650
16	Vehicle repair shop	-	-	-
17	Car washing	-	-	
18	Spare parts shop	-	-	-
19	First aid box	1 Standard First Aid Box available in Project office		
20	Doctor on call	-	-	-
21	Medical Clinic	-	-	-
22	Internet Facility	-	-	-
23	ATM	-	-	-
24	Smoking zone	-	-	-
25	Helipad [#]	-	-	-
26	Conference room/meeting room	-	-	-
27	Convention center	-	-	-
28	Telephone Tower	-	-	-

As per DGCA guidelines

^ Separate for men, women and physically challenged

* Partner will not be allowed to charge rents from the customers for drinking water, toilets and parking

Schedule C – Service & Maintenance Requirements

1. Service & Maintenance Requirements

- 1.1 The Partner shall, at all times, operate and maintain the project in accordance with the provisions of the Agreement, Applicable Laws and Applicable Permits. In particular, the Partner shall, at all times during the Operation Period, conform to the service and maintenance requirements set forth in this **“Service & Maintenance Requirements”**
- 1.2 The Partner shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this schedule within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Authority shall be entitled to terminate the agreement, without prejudice to the rights of the Authority under the Agreement, including Termination thereof.
- 1.3 General Ambience and Upkeep
 - (a) The general ambience and upkeep shall be of such standards so as to attract road travelers to the facility and provide their customers with clean, attractive, comfortable and welcoming surroundings that offer value for money.
 - (b) The Partner shall be responsible for cleanliness, maintenance, upkeep of premises and facilities and provide a clean, comfortable, safe and aesthetically appealing environment.
 - (c) The Partner shall arrange for dustbins in Project Facility areas to minimize littering from Users of the Project Facility.
 - (d) There shall be regular sweeping of the Project Facility areas multiple times in a day to ensure cleanliness.
 - (e) While cleaning the Project Facility, the Partner shall make sure that the dump shall not be thrown in the adjoining areas, except any designated area
 - (f) The Partner shall follow adequate waste management and disposal methods for waste generated from Project Facility operations.
 - (g) The Partner shall ensure collection, screening and segregation of dry and wet garbage area. The Partner shall also ensure the segregation of bio-degradable, non-bio degradable and hazardous waste. Appropriate disposal as approved by applicable authority shall be the responsibility of the Franchisee. The Partner shall in no way harm the environment of the place.

- (h) The Partner shall undertake clearing of any choking in the drainages, manholes, etc., removal of beehives and cobwebs / honey webs from the property and its premises, cleaning and sweeping of roof tops with brooms / mechanized sweeping, cleaning of signage. All dust bins shall be properly cleaned from in and outside and shall be emptied at the end of the shifts on regular basis.
- (i) The Partner shall not damage, destruct or demolish any structure, area or asset, which is owned by Authority, inside or outside Project Facility areas without prior instructions and / or approval of Authority.

1.4 Toilets / Wash Rooms and Shower Areas

- (a) There shall be a regular maintenance program in place for toilet/washroom and shower area cleaning to maintain the facilities in a clean, working condition.
- (b) A specific contract, or clauses within the general maintenance contract, must be included to ensure appropriate standards of cleaning and maintenance are maintained.
- (c) The Housekeeping Staff of the Franchisee shall be responsible for daily cleaning disinfection of toilets / wash rooms and shower areas in the project facility as per the following check list:

Cleaning Toilets/Washrooms/Shower Areas Manually

- (i) Wash hands and put on gloves.
- (ii) Ventilate the area (for example, open a window), and prepare the cleaning solution in a well-ventilated area (refer to manufacturers' instructions).
- (iii) Flush the toilet with the seat lid down.
- (iv) The toilets shall be thoroughly cleaned at least once every shift and mopped dry. The floor shall be made non-slippery and all deposits removed.
- (v) Apply the cleaning agent to the inside of bowl, including under the rims and allow to soak and clean the bowl afterwards flush the toilet, rinsing the brush in flushing water (leave the toilet brush in the bowl).
- (vi) Remove any splashes or marks from the wall.
- (vii) Wipe the toilet seat and flush handle with the cloth, and then close the lid.

- (viii) Dispose of the cloth when the task is completed.
- (ix) Remove gloves and wash hands.
- (x) In addition to the stipulated timings, janitor/sweeper shall also undertake such sweeping / cleaning /mopping operation as and when required or as directed by Housekeeping Supervisor /staff on duty, or such personnel as may be authorized in this regard by the Facility Manager at any time of the day and night.
- (xi) In-case of Indian Toilets: Apply the cleaning agent to the inside of bowl, including under the rims and allow to soak and clean the bowl afterwards flush the toilet, rinsing the brush in flushing water. Then clean the foot pedals with disinfectant and let dry. Cleaning steps would be similar except for the cleaning of the foot pedals.

1.5 Schedule of Maintenance:

The Partner shall follow the following timetable for routine cleaning of the Project Facility:

Periodic Cleaning Schedule	
Activity	Frequency
Toilets cleaning and sweeping	Continuous (minimum once every hour)
Wash floors, dust, clean (open) drains, empty dustbins, scrub kitchen, tables / chairs, other furniture and accessories, furniture, shelters etc.	Daily
Clear cobwebs, clean doors and windows, kitchen walls etc.	Weekly
Repairs, fumigation, wash curtains, cushion covers, water tanks, filter solution etc.	Monthly
Whitewash, pest eradication, contract renewals, clean air-conditioning system etc.	Yearly

Periodic Maintenance Schedule		
Item	Activity	Frequency
Floor	Machine scrub to ensure removal of soil from grouting	Fortnightly
Walls	Hand scrub to ensure removal of soil from grouting	Monthly
Bins	Hand scrub to ensure removal of soil from grouting	Fortnightly

Basins	Scrub with scrubbing pad to remove stubborn stains	Weekly
Bowls / Urinals	Scrub with scrubbing pad to remove stubborn stains Scrub beneath rim to ensure removal of yellow stains	Weekly
Soap Dispenses	Dismantle and check / clean	Weekly

	Chokes	
Exhaust Fans	Wipe clean to remove dust	Weekly

Equipment and Supplies List for Cleaning and / or Operations

1. Service tray or cart
2. Premixed glass cleaner (with spray bottle)
3. Premixed disinfectant cleaner (with spray bottle)
4. Disinfectant cleaner concentrate
5. Scouring power
6. Stainless steel cleaner (if necessary)
7. Toilet bowl swab and container
8. Putty knife
9. Broom
10. Dust-pan corner brush
11. Mop / Bucket / Wringer
12. Signages such as 'wet floor' and 'closed for cleaning'
13. Duster (feather / lamp's wool)
14. Clean cloth
15. Paper towels / Toilet paper / Soap

Cleaning Agents for Different Finishes

1. Wall / Floor (cleaning granite and marble)	Use neutral-based cleaners or disinfectants. Do not use acid-based cleaner on marble
2. Glass / Mirror	Use ammonia or neutral based cleaners
3. Sanitary Wares	Use disinfectant cleaners
4. Stainless Steel /Chrome	Use stainless steel / chrome polish
5. Plastic / PVC	Use neutral based cleaners
6. Toilet Bowls	Use disinfectant or mild abrasive liquid cleaners

Washroom Inspection Card

Location _____

Month _____

Date	Time						Defects	Checkers	Remarks

1.6 Preventive Maintenance

- (a) The outlets and drain pipes of the urinals shall be kept clog free and fixed in proper place.
- (b) The clogged drain pipes are to be de-clogged immediately and drain chambers cleaned thoroughly once a week as part of preventive maintenance and also one register to be maintained for all the drainages of the hospital.
- (c) Regular monitoring to be done by the housekeeping supervisor for the cleaning by maintaining and filling the checklist.

1.7 Maintenance of Food Service Areas

- (a) The operations of Restaurant including the kitchen, stores and other food handling areas shall be as per the Food Safety and Standards Act (FSSA) 2006, Food Safety and Standards Rules 2010 and various Food Safety and Standards regulations as applicable from time to time. The Franchisee shall solely be liable for any damages/criminal liability consequent to violation of any of the provisions of FSSA, 2006 or any issue arising out of food contamination, poisoning and related issues and licensee is alone liable to all third party claims.
- (b) The Partner shall have to maintain high standards of cleanliness, courtesy and manners by his staff and shall set high standards of quality of food and hygiene, serving standards.
- (c) The Partner shall arrange for cooking gas at his own cost at all times.

- (d) The Partner shall make payment of electricity and water based on actual consumption at restaurant, kitchen, store and toilets.
- (e) The Partner shall deploy adequate number of qualified and experienced persons like Supervisors, Cooks, Waiters, Attendants, etc. to ensure efficient and high standards of services. All staff members shall be provided with Uniforms.
- (f) The Partner must employ adult and skilled labour only. Employment of child labour will lead to the termination of the agreement. The Franchisee shall engage only such workers, whose antecedents and character have been thoroughly verified and after police verification and other formalities. Police verification certificate shall be produced for each and every worker/staff engaged by the Franchisee.
- (g) The representative appointed by Authority shall have the right to verify and certify the quality and quantity of food and other services specified in the agreement, to be provided by the Partner. If the Partner fails to provide the satisfactory services, agreement shall be liable to be terminated.
- (h) The Partner shall operate the Food Court and the Restaurant facilities in the Project on continuous basis throughout the Management Agreement period (16 Hours a day at least, 365 days a year). If the Partner fails to run it accordingly, Authority shall issue a notice to the Partner and cancel the agreement.
- (i) The Partner shall render services in all the shifts, throughout the year, including Sundays and holidays as per the requirements.

1.8 Maintenance of Rooms for Short Stay / Motel Facility:

- (a) The Partner shall operate the Rooms in the Project on continuous basis throughout the Management Agreement period (24 hours, 365 days a year for rooms). If the Partner fails to run it accordingly, Authority shall issue a notice to the Partner and cancel the agreement.
- (b) It shall be the duty of the Partner to ensure comfort and a welcoming atmosphere to the guests as well as strive to extend courteous, reliable and satisfactory service from staff.
- (c) The Partner shall ensure a high standard of cleanliness and hygiene in the rooms, corridors, lobby and other areas. A high level of hygiene shall be maintained especially in the wash rooms, toilets, shower areas etc.
- (d) The Partner shall ensure that housekeeping staffs maintain the privacy of the guests and they shall be trained with proper procedures to enter the room.

- (e) Security is one of the prime concerns of a hotel/motel guest. The housekeeping department staffs shall ensure the safety and security of the guests with the help of security services. They shall also make sure that firefighting equipment and emergency alarms are functional at all times. They shall also ensure peace, quiet and noise free atmosphere in the area.
- (f) The Partner shall ensure a pleasant and classy ambience/decor in the rooms, lobby, corridors and other areas.
- (g) The housekeeping staff shall be responsible for overall cleanliness, bed making, ensuring maintenance of the building and its infrastructure, laundry, linen management, key control, pest control, safety and security of the guests as well as the infrastructure and interior decoration.
- (h) The Housekeeping Department shall co-ordinate and ensure maximum co-operation with other departments such as front office, room service, restaurant, security etc. to provide high quality service. To be successful, a well planned work schedule shall be prepared so as to ensure minimum disruption to the guests and work flow of other departments. The senior housekeeper shall be responsible for ensuring this by supervising a group of staff or working closely with staff from other departments.
- (i) All staff members shall be provided with Uniforms.
- (j) The Partner must employ adult and skilled labour only. Employment of child labour will lead to the termination of the agreement. The Partner shall engage only such workers, whose antecedents and character have been thoroughly verified and after police verification and other formalities.
- (k) The representative appointed by Authority shall have the authority to verify and certify the quality and hygienic standards of rooms and other services specified in the agreement, to be provided by the Partner. If the Partner fails to provide the satisfactory services, Agreement shall be liable to be terminated.
- (l) The Partner is allowed to charge market driven rates/tariffs and other revenues from the facilities.
- (m) The Partner shall make payment of electricity and water based on actual consumption/operations of rooms/motel in the Project Facility.
- (n) The Partner shall render services in all the shifts, throughout the year, including Sundays and holidays as per the requirements.

1.9 Maintenance of Horticulture and Landscaping

- (a) The Partner shall be responsible for the maintenance of horticulture and landscaped areas in the Project Facility which includes, watering, fertilizing the plants, protection from pests and diseases, sweeping, weeding, mowing and disposal of garden refuse, cultivation and cutting of hedges, pruning and clipping of hedges roses etc and stacking, preparation and planting of seasonal flowers, minor repair works and all other landscape operations necessary for the proper growth of garden features and proper standard of maintenance.
- (b) The Partner must engage experienced staff for the supervision of these works, which shall be familiar with the landscape operation in the area/region.
- (c) The staff shall ensure regular weeding, cutting grass of lawns and flower beds, ground covers, making basins of tree pits and hoeing to be done periodically.
- (d) The Partner shall ensure adequate watering of all garden/landscape features, trees, hedges, shrubs with hose pipes in different area shall be done regularly. The Franchisee shall ensure that unnecessary wastage of water does not occur at any time and must protect the irrigation fittings / hydrant etc. fixed at site and existing irrigation system due to negligence of his staff will have be made good by the Partner at his cost.
- (e) The Partner shall ensure that manure and fertilizers as required shall be applied under the directions of the experienced Gardner/Mali. Periodic checks to be carried out for pests and diseases.
- (f) The Partner shall ensure the following daily operation is envisaged: - sweeping, removal and disposal of garden refuse and cut grass to approved dumping ground. No grass / refuse to be left overnight in the garden area/landscaped area.
- (g) The Partner shall ensure that lawn mowing to take place at regular intervals of 10-15 days in a month or as per direction of the experienced Gardner/mali.
- (h) The Partner shall ensure that clipping and trimming of hedges, edges and trimming of shrubs, plants, trees, creepers and bougainvillea's etc. to be carried out at regular intervals.
- (i) The Partner shall ensure safety of all goods and equipment, tools / hose pipes etc. at the project facility site.

- (j) The Partner shall take all necessary precautions for carrying out the above operations. In the case of any injury / accident to any person, the responsibility and liability will be entirely on the Franchisee.

1.10 Signage Maintenance

- (a) The Partner shall provide internal directional signs which may be required in large the Project, to assist drivers to know where suitable parking spaces are located.
- (b) The Partner shall ensure that Pavement Markings, such as directional arrows, are encouraged to supplement signs in parking zones. They give drivers additional guidance and can be used when drivers have a limited view of signage, particularly at night in poorly lit locations.
- (c) Information signages and display boards shall be visible, legible and functional. These shall be cleaned once in a week. Damaged signages and boards shall be replaced, repaired within seven days of detection.
- (d) The Partner shall provide controlled Entrance (access) and Exit (egress) to be suitably manned by security personnel.

1.11 Other Maintenance Requirements

S. No.	Activity	Description
a)	Electric Meter	The Franchisee shall check all meters once in a month time to ensure that they are functioning and are showing correct readings.
b)	Standby Power Supply	The Franchisee shall have arrangement of standby power supply by DG sets which shall be available 24 hours.
c)	Safety	Any fault in the electrical equipments like switches, receptacles, wiring etc. shall be identified, tested and repaired within 24 hours of detection to prevent accidents.
d)	Fire Fighting Facilities	The Franchisee shall provide the required firefighting equipment and facilities including fire exits, fire proof doors, etc conforming to relevant standards and the applicable rules and regulations.
e)	Facilities for Physically Challenged Persons	The Franchisee shall provide all the necessary facilities to the entry / exit, seating and movement of physically challenged persons including wheel chairs, ramps etc.

S. No.	Activity	Description
f)	Equipment	The Franchisee shall ensure the equipment and component parts shall conform to the relevant standards by Bureau of Indian Standards (BIS) wherever available.

1.12 All Materials, Works and Construction operations shall conform to the local bye laws, latest MES/CPWD Specifications and National Building Organization (NBO) codes with up to date amendments and correction slips wherever applicable. Where the specifications for a work are not given, Good Industry Practice shall be adopted.

2. Repair / rectification of defects and deficiencies

2.1 The obligations of the Partner in respect of Maintenance Requirements shall include repair and rectification of the defects and deficiencies specified in Annex - A of this service and maintenance requirements within the time limit set forth therein.

3. Other defects and deficiencies

3.1 In respect of any defect or deficiency not specified in Annex - A of this service and maintenance requirements, the Partner shall undertake repair or rectification in accordance with Good Industry Practice and within the time limit specified by the Independent Engineer.

3.2 In respect of any defect or deficiency not specified in Annex – A of this service and maintenance requirements, the Independent Engineer may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Partner in accordance with Good Industry Practice and within the time limit specified by the Independent Engineer.

4. Extension of time limit

Notwithstanding anything to the contrary specified in this schedule, if the nature and extent of any defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Franchisee shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Independent Engineer and conveyed to the Partner and the Authority with reasons thereof.

5. Emergency repairs / restoration

Notwithstanding anything to the contrary contained in this schedule, if any defect, deficiency or deterioration in the Project poses a hazard to safety or risk of damage to property, the Partner shall promptly take all reasonable measures for eliminating or minimizing such danger.

6. Daily Inspection by the *Partner*

The Partner shall, through its representative, undertake a daily visual inspection of the Project and maintain a record thereof in a register to be kept in such form and manner that can be validated by the Authority, as required. Such record shall be kept in safe custody of the Partner and shall be open to inspection by the Authority and the Independent Engineer at any time during office hours.

7. Divestment Requirements

All defects and deficiencies specified in schedule shall be repaired and rectified by the Partner so that the Project conforms to the Maintenance Requirements on the Transfer Date.

8. Display of Service and Maintenance Requirements

The Franchisee shall display a copy of this requirements at the Project along with the Complaint Register at an appropriate location.

Annex - A
Repair/Rectification of Defects and Deficiencies

The Partner shall repair and rectify the defects and deficiencies specified in this Annex-A of within the time limit set forth herein

Nature of defect or deficiency		Time limit for repair / rectification	
(a)	Approach & Service Roads, Site Area, Driveway, Parking including Deceleration and Acceleration zone, Access roads etc.		
I.	Carriageway and paved shoulders		
(i)	Breach or blockade	-	Temporary restoration within 24 hours; permanent restoration within 15 days.
(ii)	Roughness value exceeding 3,000 mm in a stretch of 1 km (as measured by a standardized rough-o meter/bump integrator)	-	180 days
(iii)	Pot holes	-	48 hours
(iv)	Cracking in more than 5% of road surface in a stretch of 1 km	-	30 days
(v)	Rutting exceeding 10 mm in more than 2% of road surface in a stretch of 1km (measured with 3 m straight edge)	-	30 days
(vi)	Bleeding/skidding	-	15 days
(vii)	Ravelling/Stripping of bitumen surface exceeding 10 sq. m.	-	15 days
(viii)	Damage to pavement edges exceeding 10 cm	-	15 days

(ix)	Removal of debris	-	6 hours
(x)	Surface Defects including pop outs, shallow corner break ravelling, scaling, minor spalling etc.	-	15 days
(xi)	Joint Defects not requiring replacement	-	15 days
(xii)	Drainage Defects	-	7 days
(xiii)	Damage to Pavement within the upper third of the slab requiring Partial Depth Repair	-	30 days
(xiv)	Damage to Pavement more than the upper third of the slab requiring Full Depth Repair	-	60 days
(xv)	Joint Defects requiring replacement	-	60 days
II.	Hard/earth shoulders, side slopes, drains and culverts		
(i)	Variation by more than 2% in the prescribed slope of camber/cross fall	-	30 days
(ii)	Edge drop at shoulders exceeding 40 mm	-	7 days
(iii)	Variation by more than 15% in the prescribed side (embankment) slopes	-	30 days
(iv)	Rain cuts/gullies in slope	-	7 days
(v)	Damage to or silting of culverts and side drains during and immediately preceding the rainy season	-	7 days
(vi)	Desilting of drains in urban/semi-urban area	-	48 hours
(vii)	Damages in retaining wall, weep holes, apron stone pitching / culverts, cover slabs etc.	-	7 days
(b)	Signs and pavement marking (including Road signs and Road side furniture)		
(i)	Damage to shape or position; poor visibility or loss of retro-reflectivity / electrical service to signages	-	48 hours

(ii)	Damages to Signages	-	7 days
(c)	Exterior lighting (including street lighting) and telecom / Wi-Fi		
(i)	Any major failure of the system	-	24 hours
(ii)	Faults and minor failures	-	8 hours
(d)	Trees and plantation / Landscaping including buffer zone		
(i)	Obstruction in a minimum head-room of 5m above driveway or obstruction in visibility of road signs	-	24 hours
(ii)	Deterioration in health of trees and bushes, lawn and other landscaping features	-	Timely watering and treatment
(iii)	Replacement of trees and bushes	-	30 days
(iv)	Removal of vegetation affecting sight line and road structures	-	15 days

(e) All Buildings

Nature of defect or deficiency		Time limit for repair / rectification	
(i)	Defects in electrical / AC / mechanical / water and sanitary installations / all internal and external service lines	-	24 hours
(ii)	Cracks / gaps	-	7 days
(iii)	Exterior painting	-	Every 5 years
(iv)	Internal white washing / painting in service areas / toilets	-	Every year
(v)	Damages in joineries / flooring, walls etc.	-	15 days
(vi)	Firefighting / operation of extinguishers	-	24 hours
(vii)	Damages to furniture, fixtures, curtains, internal signages etc.	-	7 days
(f)	Special items of work		
(i)	Damages to RO water plant	-	24 hours
(ii)	Damages to Rainwater harvesting	-	30 days
(iii)	Damages to Septic tank	-	24 hours
(iv)	Damages to tube wells & pumps including water tank (20000 Litre)	-	24 hours
(v)	Damages to CCTV & security system	-	7 days
(vi)	Damages to Electrical substation / transformer	-	24 hours

(vii)	Damages to Trenches / Ducts for UG cables / pipeline	-	30 days
(viii)	Damages to DG set	-	24 hours
(ix)	Damages to Entertainment - Satellite TV & Wi-Fi	-	7 days
(x)	Damages to Shading devices	-	7 days
(xi)	Damages to Outdoor furniture	-	7 days
(xii)	Damages to Children play area developments	-	30 days
(xiii)	Damages to Digital display wall system	-	15 days
(xiv)	Damages to Advertisement balloon	-	30 days
(xv)	Damages to Helipad	-	30 days
(xvi)	Damages to solar power panel	-	30 days
(xvii)	Damages to Hoarding boards	-	30 days
(xviii)	Damages to High mast lamp	-	7 days
(xix)	Damages to Wind mill, if any	-	30 days
(xx)	Damages to cooking gas from food waste if	-	30 days
(xxi)	Damages to Traffic Aid Posts and Medical Aid Posts	-	15 days

Notwithstanding anything contained above, maximum period for rectification of any defects or damages shall not exceed 30 days.

1. Annexure – 3: MPSTDC WSA Policy

Policy for development of Wayside Amenities on a franchise model, developed by Madhya Pradesh State Tourism Development Corporation is provided as a separate attachment / binder.

DRAFT